

Did you purchase a Banana Boat® brand continuous-spray, sun-care product?

If so, a legal settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit regarding certain Banana Boat® brand, continuous-spray, sun-care products (the “UltraMist Products,” as described more fully below) marketed and distributed by Energizer Personal Care, LLC (“EPC”) and other affiliates and subsidiaries of Energizer Holdings, Inc.¹
- The Settlement will provide benefits to members of the Settlement Class who submit timely and valid Claim Forms.
- Your legal rights are affected whether or not you act. Read this notice carefully.

Your Legal Rights and Options in this Settlement:	
Submit a Claim Form	This is the only way to request and receive the benefits available through the Settlement. Your Claim Form must be submitted by mail and postmarked no later than June 30, 2014.
Ask to be Excluded (“Opt Out”)	If you exclude yourself from the Settlement, you will not be bound by the Settlement or judgment and will not be entitled to benefits. This is the only option that allows you to bring or be part of any other lawsuit, arbitration or other proceeding against EPC about the same legal claims that are or could have been advanced in this case. You must send a written request to exclude yourself from the Settlement postmarked no later than April 11, 2014.
Object	If you do not exclude yourself, you may write to the Court about why you do not like the Settlement or the request for Attorneys’ Fees and Expenses or Plaintiff’s Service Award. If you wish to receive benefits from the Settlement, you must still submit a Claim Form. You must send a written objection to the Court postmarked no later than April 11, 2014.
Attend the Fairness Hearing on May 16, 2014	You may ask to speak in Court about the fairness of the Settlement or the request for Attorneys’ Fees and Expenses or Plaintiff’s Service Award. If you wish to receive benefits from the Settlement, you must still submit a Claim Form.
Do Nothing	You will not receive any benefits under the Settlement and will give up your right to sue EPC over these claims.

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- The Court must still decide whether to finally approve the Settlement. Any benefits will be provided only if the Court grants final approval of the Settlement and after any appeals are resolved. Please be patient.

Basic Information

1. Why was this notice issued?

This notice is to inform you about a proposed Settlement of a class action lawsuit and your rights under the Settlement, including the right to file a Claim Form to request benefits, exclude yourself from the Settlement, object to the Settlement and/or attend the Fairness Hearing on May 16, 2014, before the Court decides whether to give “final approval” to the Settlement. If the Court approves the Settlement, and after any appeals are resolved and the Settlement becomes final, benefits will be mailed to those who submitted timely and valid Claim Forms. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for them and how to get them.

Judge Rebecca R. Pallmeyer, of the United States District Court for the Northern District of Illinois, is presiding over the Litigation. The case is known as *In re UltraMist Sunscreen Litigation*, Case No. 13-cv-131 (N.D. Ill.). The person who sued is called the “Plaintiff,” and the company she sued (EPC) is called the “Defendant.”

¹ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Class Action Settlement Agreement and Release (“Agreement”), which is available by calling 1-800-219-8798, writing to Sunscreen Settlement Administrator, P.O. Box 43240, Providence, RI 02940-3240 or visiting www.SunscreenClassAction.com.

2. What is this lawsuit about?

Plaintiff filed the Litigation after EPC conducted a voluntary Market Withdrawal of certain UltraMist Products due to a potential risk of the product igniting on the skin if contact is made with a source of ignition, in contravention of the warnings on the product, before the product is completely dry. The Plaintiff in this case alleges that EPC failed to adequately compensate consumers for the lost value of those products. This case applies only to those persons who purchased the specific UltraMist Products that were subject to the Market Withdrawal (*see* “Who is in the Settlement” below).

3. Why is there a Settlement?

The Court did not resolve the merits of the Litigation or decide in favor of either Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and the people affected will be eligible for relief. Plaintiff and her attorneys think the Settlement is best for all members of the Settlement Class. The Settlement is not an admission by EPC that it did anything wrong.

Who is in the Settlement?

To see if you are eligible for benefits from this Settlement, you first have to determine if you are a member of the Settlement Class.

4. How do I know if I am part of the Settlement Class?

If you are a resident of the United States or United States Territories and purchased one or more of the following UltraMist Products between January of 2010 and October of 2012, you are a member of the Settlement Class:

Product	UPC
Banana Boat UltraMist Sport SPF 15 Continuous Spray 6oz	7965600979-8
Banana Boat UltraMist Sport SPF 30 Continuous Spray 6oz	7965600878-4
Banana Boat UltraMist Sport SPF 30 Bonus Continuous Spray 8oz	7965600955-2
Banana Boat UltraMist Ultra Defense SPF 30 Continuous Spray 6oz	7965604626-7
Banana Boat UltraMist Ultra Defense SPF 30 Bonus Continuous Spray 8oz	7965600956-9
Banana Boat UltraMist Sport SPF 30 Family Size Continuous Spray 9.5oz	7965605167-4
Banana Boat UltraMist Sport SPF 50 Continuous Spray 6oz	7965600933-0
Banana Boat UltraMist Ultra Defense SPF 50 Continuous Spray 6oz	7965604492-8
Banana Boat UltraMist Ultra Defense SPF 50 Bonus Continuous Spray 8oz	7965604549-9
Banana Boat UltraMist Kids SPF 50 Clear Continuous Spray 6oz	7965604495-9
Banana Boat UltraMist Sport SPF 50 Bonus Continuous Spray 8oz	7965604551-2
Banana Boat UltraMist Sport SPF 50+ Continuous Spray 9.5oz.	7965605110-0
Banana Boat UltraMist Ultra Defense SPF 85 Continuous Spray 6oz	7965604654-0
Banana Boat UltraMist Sport SPF 85 Continuous Spray 6oz	7965604665-6
Banana Boat UltraMist Kids SPF 85 Continuous Spray 6oz	7965604916-9
Banana Boat UltraMist Ultra Defense SPF 85 Bonus Continuous Spray 8oz	7965604677-9
Banana Boat UltraMist Sport SPF 85 Bonus Continuous Spray 8oz	7965604679-3
Banana Boat UltraMist Sport SFP30 Continuous Spray 2pk 6oz	7965605374-6
Banana Boat UltraMist Sport SPF 50 Continuous Spray 2pk 6oz	7965605028-8
Banana Boat UltraMist Sport SPF 30 Continuous Spray 2pk 6oz w/Sport Lotion & Lip	7965605389-0
Banana Boat UltraMist Sport SPF 30 Continuous Spray 8oz w/Sport Lip Balm	7965607951-7
Banana Boat UltraMist Sport SPF 30 Continuous Spray 6oz w/\$1 Instant Redeemable Coupon	7965607975-3
Banana Boat UltraMist Sport SPF 50 Continuous Spray 3ct 6oz	7965605464-4

The Settlement Benefits—What You Get

5. What does the Settlement provide?

This Settlement will provide vouchers for replacement products, cash and/or coupons to members of the Settlement Class who submit timely and valid Claim Forms. The specific relief available depends upon the number of products purchased, whether the products were fully used and the ability to substantiate purchases:

Category A Claim: If you purchased one or more of the UltraMist Products and verify that you discarded, did not use or will not use those products due to the Market Withdrawal but do not have Valid Proof of Purchase, you will be entitled to receive up to two (2) vouchers for replacement bottles of Banana Boat® sunscreen products.

Category B Claim: If you purchased three (3) or more bottles of the UltraMist Products, you are entitled to receive the benefits of a Category A Claim and an additional voucher for each additional UltraMist Product purchased, provided that you can substantiate your purchases with Valid Proof of Purchase and verify that you discarded, did not use or will not use those products due to the Market Withdrawal.

Category C Claim: If you can substantiate your purchases of UltraMist Products with receipts or other documentation showing both the number of products purchased and the price paid, you may elect to receive a cash refund for your purchases not to exceed \$20.00 instead of the vouchers provided you verify that you discarded, did not use or will not use those products due to the Market Withdrawal.

Category D Claim: If you do not have Valid Proof of Purchase and/or cannot verify that you discarded, did not use or will not use those products due to the Market Withdrawal or you used the UltraMist Products in their entirety, you are eligible for two (2) coupons for discounted Banana Boat® sun-care products.

The Settlement Agreement, available at www.SunscreenClassAction.com or by calling 1-800-219-8798, describes all of the details about the proposed Settlement.

How to Get Benefits Under the Settlement—Submitting A Claim Form

6. How can I get benefits?

You must complete and submit a Claim Form. Claim Forms are available online at www.SunscreenClassAction.com or by calling 1-800-219-8798. Please read the instructions carefully and fill out the Claim Form entirely. Your Claim Form must be submitted by U.S. Mail, postmarked no later than **June 30, 2014**, to:

Sunscreen Settlement Administrator
P.O. Box 43240
Providence, RI 02940-3240

7. When will I get my benefits?

Benefits will be mailed to members of the Settlement Class who submit timely and valid Claim Forms only if the Court grants final approval of the Settlement and after any appeals are resolved. If the Court approves the Settlement after an upcoming hearing (*see* “The Court’s Fairness Hearing” below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

8. What am I giving up if I stay in the Class?

If the Settlement becomes final and you have not excluded yourself from the Settlement Class, all the Court’s orders will apply to you and legally bind you regardless of whether you filed a Claim Form or received benefits from the Settlement. After the Litigation is dismissed, you will be releasing EPC and all Released Persons for all the claims identified in Section II, Paragraph GG of the Settlement Agreement. These are called “Released Claims.” You will not be able to sue or continue any current suit, arbitration or other action against EPC or the Released Persons for any Released Claims. The Settlement Agreement is available at www.SunscreenClassAction.com. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to your attorneys (*see* “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

Excluding Yourself From the Settlement

If you don't want to receive any benefits from this Settlement and you want to keep the right to sue EPC about the issues in this case, then you must take steps to exclude yourself -- or "opt out" -- from the Settlement and Settlement Class.

9. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. You must include the case name and number (*In re UltraMist Sunscreen Litigation*, Case No. 13-cv-131), your full name, address and telephone number, and sign the request, stating your desire to be excluded from the Settlement and Settlement Class. Your exclusion request will not be valid, and you will be bound by the Settlement, if you do not include this information in your exclusion request. You must mail your request for exclusion so that it is postmarked by **April 11, 2014**, to:

Sunscreen Settlement Administrator
P.O. Box 43240
Providence, RI 02940-3240

You can't exclude yourself by phone or on the website. You can exclude yourself only, "mass" or "class" exclusions are not allowed.

10. If I don't exclude myself, can I sue EPC for the same issues raised in this case?

No. Unless you exclude yourself, you give up any right to sue EPC for the claims that this Settlement resolves. You must exclude yourself from this Class to start or continue your own lawsuit, arbitration or other action. Remember, any exclusion requests must be postmarked no later than **April 11, 2014**.

11. If I exclude myself, can I get benefits from this Settlement?

No. If you validly and timely request to be excluded from the Settlement Class, you will not get any benefits from the Settlement, you cannot submit a Claim Form and you cannot object to the Settlement.

The Lawyers Representing You, Attorneys' Fees And Expenses And Plaintiff's Service Award

12. Do I have a lawyer in this case?

Yes. The Court appointed certain attorneys, known as Class Counsel, to represent you and the Settlement Class. Class Counsel is Joseph J. Siprut, SIPRUT PC, 17 North State Street, Suite 1600, Chicago, Illinois 60602. You do not have to pay them. Class Counsel will request, as part of the final approval of the Settlement, that the Court approve a payment of up to \$459,000 in Attorneys' Fees and Expenses.

Class Counsel will also request that the Court approve a Service Award of up to \$3,500 to the Plaintiff. EPC has agreed not to object to the applications for Attorneys' Fees and Expenses and the Service Award. Any Attorneys' Fees and Expenses and Service Awards will be awarded only as approved by the Court in amounts determined to be fair and reasonable. Any Attorneys' Fees and Expenses and Service Awards approved by the Court will not reduce the amount of relief available to the Settlement Class.

If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

Objecting To The Settlement

You can tell the Court if you don't agree with all or part of the Settlement or the request for Attorneys' Fees and Costs or Plaintiff's Service Award.

13. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like all or part of the Settlement, the request for Attorneys' Fees and Costs or the request for Plaintiff's Service Award. The Court will consider your views. To do so, you must file a written objection in the case, *In re UltraMist Sunscreen Litigation*, Case No. 13-cv-131 (N.D. Ill.). Your written objection must include:

- A caption or title that identifies the objection as "Objection to Class Settlement in In re UltraMist Sunscreen Litigation (Case No. 13-cv-131);"
- Your name, address, email address, telephone number and, if you are represented by counsel, of your counsel;
- A description of your purchase(s) of an UltraMist Products, including, to the extent possible, identification of the number of UltraMist Products purchased, the price(s) paid, the name(s) of the selling retailer(s), the type of UltraMist Products purchased, the date(s) and location(s) of purchases;
- A statement that you discarded the UltraMist Products due to the Market Withdrawal or did not or will not use the UltraMist Products as a result of the Market Withdrawal;
- A written statement detailing your objections, the facts supporting each objection, the legal basis on which each objection is based, and the relief the objecting Settlement Class Member is requesting; and
- Copies of any documents upon which your objection is based or that you may use at the Fairness Hearing.

Please see the Settlement Agreement for specific instructions regarding how to file an objection. In addition, if you wish to speak at the Fairness Hearing regarding your objection, please see "May I speak at the hearing?" below for additional information.

You must file your objection by **April 11, 2014** at the Court's address below, and mail your objection so that it is postmarked by **April 11, 2014** to the addresses listed below for Class Counsel and Defense Counsel:

Court	Class Counsel	Defense Counsel
Clerk of Court Northern District of Illinois, Eastern Division Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, Illinois 60604	Joseph J. Siprut SIPRUT PC 17 North State Street Suite 1600 Chicago, Illinois 60602	Mark S. Mester Latham & Watkins LLP 233 S. Wacker Dr., Suite 5800 Chicago, Illinois 60606 Jon A. Santangelo STINSON MORRISON HECKER LLP 7700 Forsyth Blvd., Suite 1100 St. Louis, Missouri 63105

The Court may overrule your objection. If you want benefits from the Settlement, even if you object to it, you must submit a timely Claim Form.

14. What's the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

15. Do I need to make an appearance to talk about my objection?

No. If you send an objection, you do not have to come to Court to have it considered by the Court. The Court, however, has the right to require you or your counsel to attend the Fairness Hearing. If the Court requires you or your counsel's attendance, you or your attorney will be notified by the Court or by Class Counsel. You may also pay your own lawyer to attend, but it is not required. If you or your lawyer wish to speak at the Fairness Hearing regarding your objection, please see "May I speak at the hearing?" below for additional information.

The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the Settlement. You or your own attorney may attend at your expense and you may ask to speak at the hearing, but you don't have to.

16. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing at 10:00 a.m. on May 16, 2014, at the Everett McKinley Dirksen United States Courthouse for the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak about the Settlement. The Court may also decide how much to award Class Counsel as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SunscreenClassAction.com for updated information.

17. Do I have to come to the hearing?

No. You do not have to attend the Fairness Hearing. Class Counsel will answer questions that the Court may have. You are welcome to attend at your own expense. You may also pay your own lawyer to attend, but it's not necessary.

If you send an objection, you don't have to come to the Fairness Hearing to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. If you or your lawyer wish to speak at the Fairness Hearing regarding your objection, please see "May I speak at the hearing?" below for additional information. The Court also has the right to require you or your counsel to attend the Fairness Hearing. If the Court requires you or your counsel's attendance, you or your attorney will be notified by the Court or by Class Counsel.

18. May I speak at the hearing?

If you submitted an objection to the Settlement (*see* "Objecting to the Settlement" above), you may ask the Court for permission to speak at the Fairness Hearing. If you or your attorney intends to speak at the Fairness Hearing, you must file a "Notice of Intention to Appear" in *In re UltraMist Sunscreen Litigation*, Case No. 1:13-cv-131 stating such intention. Your Notice of Intention to Appear must be received no later than **April 25, 2014**, and must be sent to the addresses listed in Question 13 along with the following information:

- Name of the case (*In re UltraMist Sunscreen Litigation*, Case No. 13-cv-131);
- Your full name, address, telephone number, and signature;
- The name, address, phone number and e-mail address of your attorney (if any) as well as the state bar(s) to which your attorney is admitted and a list identifying all objections your attorney has filed to class action settlements from January 1, 2008 to the present, the results of each objection, including any Court opinions ruling on the objections, and any sanctions by a Court in connection with filing an objection; and
- A list of any witnesses you intend to call at the Fairness Hearing, and a description of the testimony to be offered. Any attorney who you hire to either make an objection or to appear at the Fairness Hearing will be at your own expense.

If You Do Nothing

19. What happens if I do nothing at all?

If you do nothing, you'll get no benefits from this Settlement. And, unless you exclude yourself, you won't be able to sue EPC for the claims resolved in this case.

Getting More Information

20. How do I get more information about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.SunscreenClassAction.com or by calling 1-800-219-8798.